

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHEET METAL WORKERS' LOCAL 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

CIVIL ACTION

NO.

and

SHEET METAL WORKERS' HEALTH &
WELFARE FUND OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' ANNUITY FUND
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' WORK ASSESSMENT
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' JOINT
APPRENTICESHIP FUND OF PHILADELPHIA
AND VICINITY
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

GARY MASINO, TRUSTEE
SHEET METAL WORKERS' LOCAL 19
BENEFIT FUNDS
1301 South Columbus Boulevard
Philadelphia, PA 19147,

Plaintiffs,

v.

FREEDOM HEATING & AIR CONDITIONING
a/k/a FREEDOM MECHANICAL
3127 Broad Street
Ottsville, PA 18942

and

MICHAEL McSTRAVICK
3127 Broad Street
Ottsville, PA 18942

Defendants.

COMPLAINT IN CONFESSION

The Parties

1. The Plaintiffs in this action are Sheet Metal Workers' Local No. 19 ("Plaintiff Union"), an unincorporated labor organization within the meaning of Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 185, with its principal office located at 1301 South Columbus Boulevard, Philadelphia, PA 19147, and Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Work Assessment of Local No. 19, and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity, ("Plaintiff Funds"), which are due and owing the relief sought from Freedom Heating and Air Conditioning a/k/a Freedom Mechanical and Michael McStravick (collectively, the "Defendants") as set forth below. Plaintiff Union brings this action on its own behalf and on behalf of its members who are participants in and beneficiaries of Plaintiff Funds. Plaintiff Gary Masino is a trustee and fiduciary of the Funds, and brings this action in such capacity on behalf of the Funds.

2. Defendant Freedom Heating and Air Conditioning a/k/a Freedom Mechanical ("Freedom") is a corporation doing business at 3127 Broad Street, Ottsville, PA 18942. Defendant Michael McStravick ("Owner") is the Owner of Freedom.

3. One or both Defendants are engaged in commerce within the meaning of Section 2(6) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 152(6), and has employed members of Plaintiff Union pursuant to a collective bargaining agreement in the

Commonwealth of Pennsylvania.

4. One or both Defendants is an Employer within the meaning of Section 2(2) and Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 152(2) and Section 185; and Sections 3(5) and 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. Section 1002(5) and Section 1145.

Jurisdiction & Venue

5. Jurisdiction in this District Court is proper pursuant to Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. Section 185, in that one or both Defendants is an employer within the meaning of the Labor Management Relations Act, and has been and continue to be a party to collective bargaining agreement which forms the basis of this litigation; and 28 U.S.C. Section 1337, providing for original jurisdiction in civil actions that arise out of an Act of Congress regulating commerce.

6. Jurisdiction of this District Court is also proper pursuant to Sections 502 and Section 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§1132 and 1145. The Eastern District of Pennsylvania is the proper venue under ERISA Section 502(e)(2), 29 U.S.C. §1132(e)(2), because the Plaintiff Funds are administered in this judicial district.

Cause of Action

7. The Plaintiff Union and Defendant Freedom are parties to a collective bargaining agreement(s), which requires that the Defendant make certain contributions to the Plaintiff Funds and remit certain payments to the Plaintiff Union.

8. Freedom has entered into a payment agreement for the repayment of monies due the Plaintiffs pursuant to said collective bargaining agreement(s), and in the event of default, Freedom and Owner have agreed to the entry of judgment against them in an amount equal to that set forth in the Judgment Note ("Agreement"), a true and correct copy of which is attached hereto as Exhibit A. The Agreement provides that Plaintiffs may confess judgment on Defendants' behalf in the event of default thereunder. Exhibit A, ¶6.

9. Pursuant to paragraph 1 of the Agreement, Plaintiffs are entitled to interest on the unpaid principal to run at the rate of 4.25% until the total principal has been paid. Exhibit A, ¶1.

10. Pursuant to paragraph 4 of the Agreement, in the event that Plaintiffs do not receive payment when due, or in the event that Freedom fails to remain current regarding continuing benefit contributions, the balance of the principal then owing, together with outstanding interest and outstanding benefit contributions, shall be paid by Freedom and/or Owner after 5 days' written notice by Plaintiffs.

11. Pursuant to paragraph 6 of the Agreement, in the event that any payment identified above is not received when due, Defendants have agreed to have judgment entered against them, jointly and severally, in favor of the holder of this Note for such sum as is then owed with costs of suit and reasonable attorneys' fees added. Exhibit A, ¶6.

12. Defendants have defaulted on the Agreement, resulting in a delinquency in its payments for the total amount of \$174,572.42. Notice of default has been provided to the Defendants' last known address via Certified/Return Receipt Requested and First Class Regular Mail as contemplated by the Agreement, paragraph 4. Exhibit B.

13. Defendants have agreed to waive any stay of execution on the Judgment confessed. Exhibit A, ¶6.

14. The transaction upon which Plaintiffs seek judgment did not arise from a retail installment sale, contract, or account and was a business transaction.

15. The Defendants are neither incompetent nor infants, nor are the Defendants in military service.

16. This Court is authorized to enter judgment in these circumstances. *D.H. Overmyer Co. of Ohio v. Frick Co.*, 405 U.S. 174 (1972); *USA v. Stuart*, 392 F2d 60 (3d Cir. 1968); See Local Rule 56.1- "Judgments Pursuant to Warrant of Attorney".

[Remainder of page intentionally left blank]

WHEREFORE, Plaintiffs request this Court to grant judgment in the form submitted herewith against the Defendants and in favor of the Plaintiffs in the amount of \$174,572.42, plus attorneys' fees and costs, with interest to run at the rate of 4.25% on the principal balance until the balance has been paid, and to grant such additional relief as is just.

SPEAR WILDERMAN, P.C.

BY: 

SYRETTA JASMINE MARTIN
230 South Broad Street, Suite 1400
Philadelphia, PA 19102
(215) 732-0101
SJM6389

Dated: December 19, 2017

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHEET METAL WORKERS' LOCAL 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

CIVIL ACTION

and

NO.

SHEET METAL WORKERS' HEALTH &
WELFARE FUND OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' ANNUITY FUND
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' WORK ASSESSMENT
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' JOINT
APPRENTICESHIP FUND OF PHILADELPHIA
AND VICINITY
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

GARY MASINO, TRUSTEE
SHEET METAL WORKERS' LOCAL 19
BENEFIT FUNDS
1301 South Columbus Boulevard
Philadelphia, PA 19147,

Plaintiffs,

v.

FREEDOM HEATING & AIR CONDITIONING
a/k/a FREEDOM MECHANICAL
3127 Broad Street
Ottsville, PA 18942

and

MICHAEL McSTRAVICK
3127 Broad Street
Ottsville, PA 18942

Defendants.

JUDGMENT UPON CONFESSION

Defendants, having stipulated to the entry of judgment in this action, and upon application and certification of Plaintiffs, judgment is hereby entered against Defendants, Freedom Heating & Air Conditioning a/k/a Freedom Mechanical and Michael McStravick, and in favor of Plaintiffs in the amount of \$174,572.42, with interest to run thereon at the rate of 4.25% until this judgment has been satisfied.

Plaintiffs are entitled to execute on this judgment, without notice, as Defendants stipulated thereto.

Should Plaintiffs be required to execute on this judgment, this judgment may be immediately registered in any Court of competent jurisdiction regardless of whether the time for appeal has expired.

Further, should Plaintiffs be required to execute on this judgment, the amount of this judgment shall be increased by a reasonable fee for each execution proceeding necessary to achieve satisfaction of this judgment in favor of the Plaintiffs and against the Defendants.

U.S.D.J.

Dated: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHEET METAL WORKERS' LOCAL 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

CIVIL ACTION

NO.

and

SHEET METAL WORKERS' HEALTH &
WELFARE FUND OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' ANNUITY FUND
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' WORK ASSESSMENT
OF LOCAL NO. 19
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

SHEET METAL WORKERS' JOINT
APPRENTICESHIP FUND OF PHILADELPHIA
AND VICINITY
1301 South Columbus Boulevard
Philadelphia, PA 19147

and

GARY MASINO, TRUSTEE
SHEET METAL WORKERS' LOCAL 19
BENEFIT FUNDS
1301 South Columbus Boulevard
Philadelphia, PA 19147,

Plaintiffs,

v.

FREEDOM HEATING & AIR CONDITIONING
a/k/a **FREEDOM MECHANICAL**
3127 Broad Street
Ottsville, PA 18942

and

MICHAEL McSTRAVICK
3127 Broad Street
Ottsville, PA 18942

Defendants.

ENTRY OF APPEARANCE AND APPLICATION FOR ENTRY OF JUDGMENT BY CONFESSION

Kindly enter my appearance for Defendants in the above action.

AND NOW, on December 19, 2017, Plaintiffs aver that they are the holders of a Judgment Note in their favor duly executed by the Defendants (a true and correct copy of which is attached as Exhibit A to the Complaint in Confession). Kindly enter judgment in the form submitted herewith in favor of the Plaintiffs and against the Defendants in the amount of \$174,572.42, plus interest to run thereon at the rate of 4.25%, attorneys' fees and costs, as evidenced by the attached certification filed herewith.

SPEAR WILDERMAN, P.C.

BY:

SYRETTA JASMINE MARTIN
230 South Broad Street, Suite 1400
Philadelphia, PA 19102
(215) 732-0101
SJM6389

Dated: December 19, 2017

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHEET METAL WORKERS' LOCAL 19	:	CIVIL ACTION
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147	:	
	:	
and	:	NO.
	:	
SHEET METAL WORKERS' HEALTH &	:	
WELFARE FUND OF LOCAL NO. 19	:	
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147	:	
	:	
and	:	
	:	
SHEET METAL WORKERS' ANNUITY FUND	:	
OF LOCAL NO. 19	:	
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147	:	
	:	
and	:	
	:	
SHEET METAL WORKERS' WORK ASSESSMENT	:	
OF LOCAL NO. 19	:	
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147	:	
	:	
and	:	
	:	
SHEET METAL WORKERS' JOINT	:	
APPRENTICESHIP FUND OF PHILADELPHIA	:	
AND VICINITY	:	
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147	:	
	:	
and	:	
	:	
GARY MASINO, TRUSTEE	:	
SHEET METAL WORKERS' LOCAL 19	:	
BENEFIT FUNDS	:	
1301 South Columbus Boulevard	:	
Philadelphia, PA 19147,	:	
	:	
Plaintiffs,	:	

[illegible]

FREEDOM HEATING & AIR CONDITIONING
a/k/a **FREEDOM MECHANICAL**
3127 Broad Street
Ottsville, PA 18942

[illegible]

MICHAEL McSTRAVICK
3127 Broad Street
Ottsville, PA 18942

• • • •

**CERTIFICATION IN SUPPORT OF
REQUEST FOR ENTRY OF JUDGMENT BY CONFESSION**

I, Syretta Jasmine Martin, say as follows:

1. I am counsel to Plaintiffs in the matter. The transaction upon which the judgment being entered is based did not arise from a retail installment sale, contract or account.

2. The transaction upon which the judgment being entered is based was a business transaction.

3. There remains due and owing to the Plaintiffs in connection with this transaction the sum of \$174,572.42, consisting of unpaid balance in the principal amount of \$152,065.54 and interest in the amount of \$22,506.88 through the present.

4. Defendants have defaulted on the Agreement and have received Notice as required under Paragraph 4 of the Judgment Note (see Exhibit B attached to the Complaint in Confession).

5. Pursuant to paragraph 1 of the Judgment Note, Plaintiffs are entitled to interest to run at 4.25% on the principal balance until paid.

6. Pursuant to 29 U.S.C. Section 1132(g) (2), Plaintiffs are entitled to recover reasonable counsel fees and costs in this action.

7. The Defendants are not infants or incompetent persons and are not in the military service.

8. The facts set forth in the within pleadings are true and correct to the best of my knowledge, information and belief upon reasonable investigation, and Exhibit A filed herewith is a

true and correct copy of a Judgment Note and Confession of Judgment, the original of which is in the Funds' possession.

9. I verify under penalty of perjury that the foregoing is true and correct. Executed on December 19, 2017.

SPEAR WILDERMAN, P.C.

BY: 

SYRETTA JASMINE MARTIN
230 South Broad Street, Suite 1400
Philadelphia, PA 19102
(215) 732-0101
SJM6389

Dated: December 19, 2017

EXHIBIT A

JUDGMENT NOTE

WHEREAS, Freedom Heating & Air Conditioning (the "Employer"), is obligated to make periodic payments to the Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Pension Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Vacation Fund of Local No. 19, Sheet Metal Workers' S.U.B. Fund of Local No. 19, Sheet Metal Workers' International Training Institute (ITI), and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity (the "Funds") pursuant to its collective bargaining agreement with Sheet Metal Workers' Local 19 (the "Union"); and,

WHEREAS, said Employer is delinquent in said obligations,

WHEREAS, said Employer asserts that the full repayment in one lump sum, of said obligations would work an undue hardship upon its business and threaten its continued existence; and,

WHEREAS, the Funds seek to collect, in full, the obligations owed in accordance with federal law; and

WHEREAS, Michael McStravick, principal of Employer, ("Owner") agrees to guarantee payment of the Employer's obligation to the Fund;

NOW, THEREFORE, intending to be legally bound the Employer and Owner hereby agrees as follows:

1. Employer shall pay to the Funds through the Sheet Metal Workers' Local 19 Benefit Funds Office located at 1301 S. Columbus Blvd., Philadelphia, PA 19147, the aggregate sum of \$153,939.52, together with interest at the rate of 4.25% per year as set forth in the Payment Agreement Schedule attached hereto as Exhibit "A".

2. Employer shall make an initial payment of \$0.00 by certified check, upon the execution of this Note on or about October 27, 2017. Employer shall thereafter make 355 weekly payments,

beginning on November 3, 2017 and continuing weekly thereafter until all of the payments identified in Exhibit "A" have been paid.

3. Each payment shall be made by check or money order payable to Sheet Metal Workers' Local 19 Benefit Funds. In addition, Owner hereby guarantees payment of the amounts called for hereunder.

4. In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the Employer and the Owner.

5. The failure of the Funds to exercise their option to accelerate the balance due in the event of a late payment shall not be construed as a waiver of said right as to any subsequent failure of the Employer to pay when due its monthly payments.

6. In the event that any payment identified above is not received when due the Employer and the Owner do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against the Employer and Against the Owner in favor of the holder of this Note for the above sum (or such sum as is then owed) with costs of suit, release of errors, without stay of execution, and with reasonable attorney's fee added, and each hereby waives and releases all benefits and relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter to be passed.

7. Employer/Owner shall have the right to prepay all or any part of the principal amount of this Note at any time or from time to time by paying such principal amount, together with interest accrued

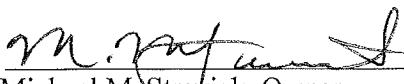
thereon to the date of payment without the payment of any premium or other penalty.

8. This agreement is intended to satisfy the conditions set forth in Prohibited Transaction Class Exemption 76-1, 41 F.R. 12740.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employer and the Owner have caused this Judgment Note to be executed by the Employer's proper officers, partners, agents or employees, as the case may be, who, the Employer acknowledges, are duly authorized to execute this Judgment Note, and by the Owner.


ON BEHALF OF THE EMPLOYER

Freedom Heating & Air Conditioning

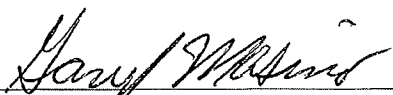
By: 
Michael McStravick, Owner

ON BEHALF OF THE OWNER

BY: 
Michael McStravick, Owner

Attest: 
(Witness)

Dated: 10-27-17


Gary J. Masino, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 10/27/17

Ernest J. Menold, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: _____

Payment Agreement Schedule**Exhibit "A"**

HELP		Sheet Metal Workers' Local No. 19 Funds					© 2008 Vertex42 LLC		
		Loan Amount	\$	39,904			#1351 Freedom Heating & Air Conditioning 3127 Broad Street Ottisville, PA 18942 Office: (215) 795-2402 Mike@freedomhvac.comcastbiz.net Origination Date: 10/27/2017 Prepared For: Michael McStravick Prepared By: Zuliana Cepeda		
		Annual Interest Rate		4.25%					
		Compound Period		Weekly					
		Term of Loan in Years		3					
		First Payment Date		5/22/2017					
		Payment Frequency		Weekly					
		Payment Type		End of Period					
		Number of Payments		156					
		Rate (per period)		0.082%					
		Payment (per period)		500.00					
		Total Payments	\$	177,398.92					
		Total Interest	\$	23,459.40					
		Est. Interest Savings	\$	(0.26)					

34	6/22/18	500.00	500.00	115.59	384.41	141,044.16
35	6/29/18	500.00	500.00	115.28	384.72	140,659.44
36	7/6/18	500.00	500.00	114.96	385.04	140,274.40
37	7/13/18	500.00	500.00	114.65	385.35	139,889.05
38	7/20/18	500.00	500.00	114.33	385.67	139,503.38
39	7/27/18	500.00	500.00	114.02	385.98	139,117.40
40	8/3/18	500.00	500.00	113.70	386.30	138,731.10
41	8/10/18	500.00	500.00	113.39	386.61	138,344.49
42	8/17/18	500.00	500.00	113.07	386.93	137,957.56
43	8/24/18	500.00	500.00	112.75	387.25	137,570.31
44	8/31/18	500.00	500.00	112.44	387.56	137,182.75
45	9/7/18	500.00	500.00	112.12	387.88	136,794.87
46	9/14/18	500.00	500.00	111.80	388.20	136,406.67
47	9/21/18	500.00	500.00	111.49	388.51	136,018.16
48	9/28/18	500.00	500.00	111.17	388.83	135,629.33
49	10/5/18	500.00	500.00	110.85	389.15	135,240.18
50	10/12/18	500.00	500.00	110.53	389.47	134,850.71
51	10/19/18	500.00	500.00	110.21	389.79	134,460.92
52	10/26/18	500.00	500.00	109.90	390.10	134,070.82
53	11/2/18	500.00	500.00	109.58	390.42	133,680.40
54	11/9/18	500.00	500.00	109.26	390.74	133,289.66
55	11/16/18	500.00	500.00	108.94	391.06	132,898.60
56	11/23/18	500.00	500.00	108.62	391.38	132,507.22
57	11/30/18	500.00	500.00	108.30	391.70	132,115.52
58	12/7/18	500.00	500.00	107.98	392.02	131,723.50
59	12/14/18	500.00	500.00	107.66	392.34	131,331.16
60	12/21/18	500.00	500.00	107.34	392.66	130,938.50
61	12/28/18	500.00	500.00	107.02	392.98	130,545.52
62	1/4/19	500.00	500.00	106.70	393.30	130,152.22
63	1/11/19	500.00	500.00	106.37	393.63	129,758.59
64	1/18/19	500.00	500.00	106.05	393.95	129,364.64
65	1/25/19	500.00	500.00	105.73	394.27	128,970.37
66	2/1/19	500.00	500.00	105.41	394.59	128,575.78
67	2/8/19	500.00	500.00	105.09	394.91	128,180.87
68	2/15/19	500.00	500.00	104.76	395.24	127,785.63
69	2/22/19	500.00	500.00	104.44	395.56	127,390.07
70	3/1/19	500.00	500.00	104.12	395.88	126,994.19
71	3/8/19	500.00	500.00	103.79	396.21	126,597.98
72	3/15/19	500.00	500.00	103.47	396.53	126,201.45
73	3/22/19	500.00	500.00	103.15	396.85	125,804.60
74	3/29/19	500.00	500.00	102.82	397.18	125,407.42
75	4/5/19	500.00	500.00	102.50	397.50	125,009.92
76	4/12/19	500.00	500.00	102.17	397.83	124,612.09
77	4/19/19	500.00	500.00	101.85	398.15	124,213.94
78	4/26/19	500.00	500.00	101.52	398.48	123,815.46
79	5/3/19	500.00	500.00	101.20	398.80	123,416.66
80	5/10/19	500.00	500.00	100.87	399.13	123,017.53
81	5/17/19	500.00	500.00	100.54	399.46	122,618.07
82	5/24/19	500.00	500.00	100.22	399.78	122,218.29
83	5/31/19	500.00	500.00	99.89	400.11	121,818.18
84	6/7/19	500.00	500.00	99.56	400.44	121,417.74
85	6/14/19	500.00	500.00	99.24	400.76	121,016.98
86	6/21/19	500.00	500.00	98.91	401.09	120,615.89
87	6/28/19	500.00	500.00	98.58	401.42	120,214.47
88	7/5/19	500.00	500.00	98.25	401.75	119,812.72

89	7/12/19	500.00	500.00	97.92	402.08	119,410.64
90	7/19/19	500.00	500.00	97.60	402.40	119,008.24
91	7/26/19	500.00	500.00	97.27	402.73	118,605.51
92	8/2/19	500.00	500.00	96.94	403.06	118,202.45
93	8/9/19	500.00	500.00	96.61	403.39	117,799.06
94	8/16/19	500.00	500.00	96.28	403.72	117,395.34
95	8/23/19	500.00	500.00	95.95	404.05	116,991.29
96	8/30/19	500.00	500.00	95.62	404.38	116,586.91
97	9/6/19	500.00	500.00	95.29	404.71	116,182.20
98	9/13/19	500.00	500.00	94.96	405.04	115,777.16
99	9/20/19	500.00	500.00	94.63	405.37	115,371.79
100	9/27/19	500.00	500.00	94.29	405.71	114,966.08
101	10/4/19	500.00	500.00	93.96	406.04	114,560.04
102	10/11/19	500.00	500.00	93.63	406.37	114,153.67
103	10/18/19	500.00	500.00	93.30	406.70	113,746.97
104	10/25/19	500.00	500.00	92.97	407.03	113,339.94
105	11/1/19	500.00	500.00	92.63	407.37	112,932.57
106	11/8/19	500.00	500.00	92.30	407.70	112,524.87
107	11/15/19	500.00	500.00	91.97	408.03	112,116.84
108	11/22/19	500.00	500.00	91.63	408.37	111,708.47
109	11/29/19	500.00	500.00	91.30	408.70	111,299.77
110	12/6/19	500.00	500.00	90.97	409.03	110,890.74
111	12/13/19	500.00	500.00	90.63	409.37	110,481.37
112	12/20/19	500.00	500.00	90.30	409.70	110,071.67
113	12/27/19	500.00	500.00	89.96	410.04	109,661.63
114	1/3/20	500.00	500.00	89.63	410.37	109,251.26
115	1/10/20	500.00	500.00	89.29	410.71	108,840.55
116	1/17/20	500.00	500.00	88.96	411.04	108,429.51
117	1/24/20	500.00	500.00	88.62	411.38	108,018.13
118	1/31/20	500.00	500.00	88.28	411.72	107,606.41
119	2/7/20	500.00	500.00	87.95	412.05	107,194.36
120	2/14/20	500.00	500.00	87.61	412.39	106,781.97
121	2/21/20	500.00	500.00	87.27	412.73	106,369.24
122	2/28/20	500.00	500.00	86.94	413.06	105,956.18
123	3/6/20	500.00	500.00	86.60	413.40	105,542.78
124	3/13/20	500.00	500.00	86.26	413.74	105,129.04
125	3/20/20	500.00	500.00	85.92	414.08	104,714.96
126	3/27/20	500.00	500.00	85.58	414.42	104,300.54
127	4/3/20	500.00	500.00	85.25	414.75	103,885.79
128	4/10/20	500.00	500.00	84.91	415.09	103,470.70
129	4/17/20	500.00	500.00	84.57	415.43	103,055.27
130	4/24/20	500.00	500.00	84.23	415.77	102,639.50
131	5/1/20	500.00	500.00	83.89	416.11	102,223.39
132	5/8/20	500.00	500.00	83.55	416.45	101,806.94
133	5/15/20	500.00	500.00	83.21	416.79	101,390.15
134	5/22/20	500.00	500.00	82.87	417.13	100,973.02
135	5/29/20	500.00	500.00	82.53	417.47	100,555.55
136	6/5/20	500.00	500.00	82.18	417.82	100,137.73
137	6/12/20	500.00	500.00	81.84	418.16	99,719.57
138	6/19/20	500.00	500.00	81.50	418.50	99,301.07
139	6/26/20	500.00	500.00	81.16	418.84	98,882.23
140	7/3/20	500.00	500.00	80.82	419.18	98,463.05
141	7/10/20	500.00	500.00	80.47	419.53	98,043.52
142	7/17/20	500.00	500.00	80.13	419.87	97,623.65
143	7/24/20	500.00	500.00	79.79	420.21	97,203.44

144	7/31/20	500.00	500.00	79.45	420.55	96,782.89
145	8/7/20	500.00	500.00	79.10	420.90	96,361.99
146	8/14/20	500.00	500.00	78.76	421.24	95,940.75
147	8/21/20	500.00	500.00	78.41	421.59	95,519.16
148	8/28/20	500.00	500.00	78.07	421.93	95,097.23
149	9/4/20	500.00	500.00	77.72	422.28	94,674.95
150	9/11/20	500.00	500.00	77.38	422.62	94,252.33
151	9/18/20	500.00	500.00	77.03	422.97	93,829.36
152	9/25/20	500.00	500.00	76.69	423.31	93,406.05
153	10/2/20	500.00	500.00	76.34	423.66	92,982.39
154	10/9/20	500.00	500.00	76.00	424.00	92,558.39
155	10/16/20	500.00	500.00	75.65	424.35	92,134.04
156	10/23/20	500.00	500.00	75.30	424.70	91,709.34
157	10/30/20	500.00	500.00	74.95	425.05	91,284.29
158	11/6/20	500.00	500.00	74.61	425.39	90,858.90
159	11/13/20	500.00	500.00	74.26	425.74	90,433.16
160	11/20/20	500.00	500.00	73.91	426.09	90,007.07
161	11/27/20	500.00	500.00	73.56	426.44	89,580.63
162	12/4/20	500.00	500.00	73.21	426.79	89,153.84
163	12/11/20	500.00	500.00	72.87	427.13	88,726.71
164	12/18/20	500.00	500.00	72.52	427.48	88,299.23
165	12/25/20	500.00	500.00	72.17	427.83	87,871.40
166	1/1/21	500.00	500.00	71.82	428.18	87,443.22
167	1/8/21	500.00	500.00	71.47	428.53	87,014.69
168	1/15/21	500.00	500.00	71.12	428.88	86,585.81
169	1/22/21	500.00	500.00	70.77	429.23	86,156.58
170	1/29/21	500.00	500.00	70.42	429.58	85,727.00
171	2/5/21	500.00	500.00	70.07	429.93	85,297.07
172	2/12/21	500.00	500.00	69.71	430.29	84,866.78
173	2/19/21	500.00	500.00	69.36	430.64	84,436.14
174	2/26/21	500.00	500.00	69.01	430.99	84,005.15
175	3/5/21	500.00	500.00	68.66	431.34	83,573.81
176	3/12/21	500.00	500.00	68.31	431.69	83,142.12
177	3/19/21	500.00	500.00	67.95	432.05	82,710.07
178	3/26/21	500.00	500.00	67.60	432.40	82,277.67
179	4/2/21	500.00	500.00	67.25	432.75	81,844.92
180	4/9/21	500.00	500.00	66.89	433.11	81,411.81
181	4/16/21	500.00	500.00	66.54	433.46	80,978.35
182	4/23/21	500.00	500.00	66.18	433.82	80,544.53
183	4/30/21	500.00	500.00	65.83	434.17	80,110.36
184	5/7/21	500.00	500.00	65.47	434.53	79,675.83
185	5/14/21	500.00	500.00	65.12	434.88	79,240.95
186	5/21/21	500.00	500.00	64.76	435.24	78,805.71
187	5/28/21	500.00	500.00	64.41	435.59	78,370.12
188	6/4/21	500.00	500.00	64.05	435.95	77,934.17
189	6/11/21	500.00	500.00	63.70	436.30	77,497.87
190	6/18/21	500.00	500.00	63.34	436.66	77,061.21
191	6/25/21	500.00	500.00	62.98	437.02	76,624.19
192	7/2/21	500.00	500.00	62.63	437.37	76,186.82
193	7/9/21	500.00	500.00	62.27	437.73	75,749.09
194	7/16/21	500.00	500.00	61.91	438.09	75,311.00
195	7/23/21	500.00	500.00	61.55	438.45	74,872.55
196	7/30/21	500.00	500.00	61.19	438.81	74,433.74
197	8/6/21	500.00	500.00	60.84	439.16	73,994.58
198	8/13/21	500.00	500.00	60.48	439.52	73,555.06

	199	8/20/21	500.00	500.00		60.12	439.88	73,115.18
	200	8/27/21	500.00	500.00		59.76	440.24	72,674.94
	201	9/3/21	500.00	500.00		59.40	440.60	72,234.34
	202	9/10/21	500.00	500.00		59.04	440.96	71,793.38
	203	9/17/21	500.00	500.00		58.68	441.32	71,352.06
	204	9/24/21	500.00	500.00		58.32	441.68	70,910.38
	205	10/1/21	500.00	500.00		57.96	442.04	70,468.34
	206	10/8/21	500.00	500.00		57.59	442.41	70,025.93
	207	10/15/21	500.00	500.00		57.23	442.77	69,583.16
	208	10/22/21	500.00	500.00		56.87	443.13	69,140.03
	209	10/29/21	500.00	500.00		56.51	443.49	68,696.54
	210	11/5/21	500.00	500.00		56.15	443.85	68,252.69
	211	11/12/21	500.00	500.00		55.78	444.22	67,808.47
	212	11/19/21	500.00	500.00		55.42	444.58	67,363.89
	213	11/26/21	500.00	500.00		55.06	444.94	66,918.95
	214	12/3/21	500.00	500.00		54.69	445.31	66,473.64
	215	12/10/21	500.00	500.00		54.33	445.67	66,027.97
	216	12/17/21	500.00	500.00		53.97	446.03	65,581.94
	217	12/24/21	500.00	500.00		53.60	446.40	65,135.54
	218	12/31/21	500.00	500.00		53.24	446.76	64,688.78
	219	1/7/22	500.00	500.00		52.87	447.13	64,241.65
	220	1/14/22	500.00	500.00		52.51	447.49	63,794.16
	221	1/21/22	500.00	500.00		52.14	447.86	63,346.30
	222	1/28/22	500.00	500.00		51.77	448.23	62,898.07
	223	2/4/22	500.00	500.00		51.41	448.59	62,449.48
	224	2/11/22	500.00	500.00		51.04	448.96	62,000.52
	225	2/18/22	500.00	500.00		50.67	449.33	61,551.19
	226	2/25/22	500.00	500.00		50.31	449.69	61,101.50
	227	3/4/22	500.00	500.00		49.94	450.06	60,651.44
	228	3/11/22	500.00	500.00		49.57	450.43	60,201.01
	229	3/18/22	500.00	500.00		49.20	450.80	59,750.21
	230	3/25/22	500.00	500.00		48.83	451.17	59,299.04
	231	4/1/22	500.00	500.00		48.47	451.53	58,847.51
	232	4/8/22	500.00	500.00		48.10	451.90	58,395.61
	233	4/15/22	500.00	500.00		47.73	452.27	57,943.34
	234	4/22/22	500.00	500.00		47.36	452.64	57,490.70
	235	4/29/22	500.00	500.00		46.99	453.01	57,037.69
	236	5/6/22	500.00	500.00		46.62	453.38	56,584.31
	237	5/13/22	500.00	500.00		46.25	453.75	56,130.56
	238	5/20/22	500.00	500.00		45.88	454.12	55,676.44
	239	5/27/22	500.00	500.00		45.50	454.50	55,221.94
	240	6/3/22	500.00	500.00		45.13	454.87	54,767.07
	241	6/10/22	500.00	500.00		44.76	455.24	54,311.83
	242	6/17/22	500.00	500.00		44.39	455.61	53,856.22
	243	6/24/22	500.00	500.00		44.02	455.98	53,400.24
	244	7/1/22	500.00	500.00		43.64	456.36	52,943.88
	245	7/8/22	500.00	500.00		43.27	456.73	52,487.15
	246	7/15/22	500.00	500.00		42.90	457.10	52,030.05
	247	7/22/22	500.00	500.00		42.52	457.48	51,572.57
	248	7/29/22	500.00	500.00		42.15	457.85	51,114.72
	249	8/5/22	500.00	500.00		41.78	458.22	50,656.50
	250	8/12/22	500.00	500.00		41.40	458.60	50,197.90
	251	8/19/22	500.00	500.00		41.03	458.97	49,738.93
	252	8/26/22	500.00	500.00		40.65	459.35	49,279.58
	253	9/2/22	500.00	500.00		40.28	459.72	48,819.86

	254	9/9/22	500.00	500.00		39.90	460.10	48,359.76
	255	9/16/22	500.00	500.00		39.52	460.48	47,899.28
	256	9/23/22	500.00	500.00		39.15	460.85	47,438.43
	257	9/30/22	500.00	500.00		38.77	461.23	46,977.20
	258	10/7/22	500.00	500.00		38.39	461.61	46,515.59
	259	10/14/22	500.00	500.00		38.02	461.98	46,053.61
	260	10/21/22	500.00	500.00		37.64	462.36	45,591.25
	261	10/28/22	500.00	500.00		37.26	462.74	45,128.51
	262	11/4/22	500.00	500.00		36.88	463.12	44,665.39
	263	11/11/22	500.00	500.00		36.51	463.49	44,201.90
	264	11/18/22	500.00	500.00		36.13	463.87	43,738.03
	265	11/25/22	500.00	500.00		35.75	464.25	43,273.78
	266	12/2/22	500.00	500.00		35.37	464.63	42,809.15
	267	12/9/22	500.00	500.00		34.99	465.01	42,344.14
	268	12/16/22	500.00	500.00		34.61	465.39	41,878.75
	269	12/23/22	500.00	500.00		34.23	465.77	41,412.98
	270	12/30/22	500.00	500.00		33.85	466.15	40,946.83
	271	1/6/23	500.00	500.00		33.47	466.53	40,480.30
	272	1/13/23	500.00	500.00		33.08	466.92	40,013.38
	273	1/20/23	500.00	500.00		32.70	467.30	39,546.08
	274	1/27/23	500.00	500.00		32.32	467.68	39,078.40
	275	2/3/23	500.00	500.00		31.94	468.06	38,610.34
	276	2/10/23	500.00	500.00		31.56	468.44	38,141.90
	277	2/17/23	500.00	500.00		31.17	468.83	37,673.07
	278	2/24/23	500.00	500.00		30.79	469.21	37,203.86
	279	3/3/23	500.00	500.00		30.41	469.59	36,734.27
	280	3/10/23	500.00	500.00		30.02	469.98	36,264.29
	281	3/17/23	500.00	500.00		29.64	470.36	35,793.93
	282	3/24/23	500.00	500.00		29.25	470.75	35,323.18
	283	3/31/23	500.00	500.00		28.87	471.13	34,852.05
	284	4/7/23	500.00	500.00		28.48	471.52	34,380.53
	285	4/14/23	500.00	500.00		28.10	471.90	33,908.63
	286	4/21/23	500.00	500.00		27.71	472.29	33,436.34
	287	4/28/23	500.00	500.00		27.33	472.67	32,963.67
	288	5/5/23	500.00	500.00		26.94	473.06	32,490.61
	289	5/12/23	500.00	500.00		26.55	473.45	32,017.16
	290	5/19/23	500.00	500.00		26.17	473.83	31,543.33
	291	5/26/23	500.00	500.00		25.78	474.22	31,069.11
	292	6/2/23	500.00	500.00		25.39	474.61	30,594.50
	293	6/9/23	500.00	500.00		25.01	474.99	30,119.51
	294	6/16/23	500.00	500.00		24.62	475.38	29,644.13
	295	6/23/23	500.00	500.00		24.23	475.77	29,168.36
	296	6/30/23	500.00	500.00		23.84	476.16	28,692.20
	297	7/7/23	500.00	500.00		23.45	476.55	28,215.65
	298	7/14/23	500.00	500.00		23.06	476.94	27,738.71
	299	7/21/23	500.00	500.00		22.67	477.33	27,261.38
	300	7/28/23	500.00	500.00		22.28	477.72	26,783.66
	301	8/4/23	500.00	500.00		21.89	478.11	26,305.55
	302	8/11/23	500.00	500.00		21.50	478.50	25,827.05
	303	8/18/23	500.00	500.00		21.11	478.89	25,348.16
	304	8/25/23	500.00	500.00		20.72	479.28	24,868.88
	305	9/1/23	500.00	500.00		20.33	479.67	24,389.21
	306	9/8/23	500.00	500.00		19.93	480.07	23,909.14
	307	9/15/23	500.00	500.00		19.54	480.46	23,428.68
	308	9/22/23	500.00	500.00		19.15	480.85	22,947.83

EXHIBIT B

LAW OFFICES
SPEAR WILDERMAN

A Professional Corporation

230 SOUTH BROAD STREET, SUITE 1400, PHILADELPHIA, PA 19102

TEL: (215) 732-0101 FAX: (215) 732-7790

WARREN J. BORISH*
SAMUEL L. SPEAR
JAMES F. RUNCKEL
CHARLES T. JOYCE*
BENJAMIN EISNER*
WENDY CHERICI*
JAMES KATZ*
MARTIN W. MILZ*
LOIS GARBER SCHWARTZ*
WILLIAM B. SANDERSON, JR.*
NICHOLAS J. BOTTA
SYRETTA J. MARTIN*
MELISSA A. LOVETT
F. TIGHE BURNS*
THEODORE P. DIMUZIO
CHRISTOPHER R. STOCKTON*

PA BAR EXCEPT:
* PA & NJ BAR
OPA, NJ & DC BAR

NJ OFFICE:
1040 N. KINGS HIGHWAY
SUITE 202
CHERRY HILL, NJ 08034
(856) 482-8799 FAX: (856) 482-0343

November 27, 2017

BRUCE E. ENDY
RETIRED, 2017

LEONARD SPEAR
1923 - 2003

LOUIS H. WILDERMAN
1909 - 1993

Via Certified/RRR & First Class Regular Mail

Mr. Michael McStravick
Freedom Heating and Air Conditioning
a/k/a Freedom Mechanical
3127 Broad Street
Ottsville, PA 18942

**Re: Sheet Metal Workers' Local 19 Benefit Funds ("Funds")
Payments Due and Owing – Notice of Default**

Dear Mr. McStravick:

Please be advised that this office is counsel for Sheet Metal Workers' Local 19 and the above-referenced Funds.

We have been advised that Freedom Heating & Air Conditioning a/k/a Freedom Mechanical (hereafter, the Company) failed to timely remit contributions for work performed by Local 19 employees for the contribution period of **11/6/17 to 11/19/17**. As a result, the Funds believe the delinquent principal amount owed by the Company to be for the amount of **\$17,932.92**.

In addition, pursuant to the Judgment Note (hereafter, the "Note") you entered into on behalf of the Company on or before October 27, 2017, the Company was required to make weekly payments in the amount of \$500.00 per week to the Funds. The Company has not adhered to the terms of the Note. As a result of the Company's default, the Company now owes the aggregate amount of **\$170,373.87**, consisting of principal contributions in the amount of **\$17,932.92** and Payment Agreement of **\$152,440.95**. As you will recall, paragraph 4 of the Note provides:

In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of

the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the employer and the Owner.

Therefore, please accept this letter as the Funds' notice of default required by paragraph 4 of the Note. If the current delinquency and Note balance are not paid in full in the total amount of **\$170,373.87** within **five (5) days** from the date of this letter, the Funds will take appropriate action. Please also note that pursuant to paragraphs 4 and 6 of the Note, as the Company's owner, you, Mr. McStravick, have individually guaranteed payment of all amounts listed as owed in the Note.

The Company's failure to remit the reports and/or contributions when due constitutes a violation of both the collective bargaining agreement and federal law. The Employee Retirement Income Security Act of 1974 (ERISA) provides for civil remedies and damages in such a situation. Additionally, the Trustees of the Funds have a fiduciary obligation to pursue the recovery of the delinquent amounts owed.

As a result, the Funds demand payment of amounts due and owing be paid to the Funds within **five (5) business days** from the date of this letter or, pursuant to the Note, appropriate action will be taken. We urge you to take immediate action to correct these arrearages by making payment in the amount owed of **\$170,373.87** to the Funds.

If you have any questions, please contact me at (215) 732-0101. Thank you.

Regards,
SPEAR WILDERMAN, P.C.

By: 
Syretta J. Martin, Esquire

Enclosure

cc: Dennis Siravo, Assistant Administrator (via email)
Gary J. Masino, President (via email)

JUDGMENT NOTE

WHEREAS, Freedom Heating & Air Conditioning (the "Employer"), is obligated to make periodic payments to the Sheet Metal Workers' Health & Welfare Fund of Local No. 19, Sheet Metal Workers' Pension Fund of Local No. 19, Sheet Metal Workers' Annuity Fund of Local No. 19, Sheet Metal Workers' Vacation Fund of Local No. 19, Sheet Metal Workers' S.U.B. Fund of Local No. 19, Sheet Metal Workers' International Training Institute (ITI), and Sheet Metal Workers' Joint Apprenticeship Fund of Philadelphia and Vicinity (the "Funds") pursuant to its collective bargaining agreement with Sheet Metal Workers' Local 19 (the "Union"); and,

WHEREAS, said Employer is delinquent in said obligations,

WHEREAS, said Employer asserts that the full repayment in one lump sum, of said obligations would work an undue hardship upon its business and threaten its continued existence; and,

WHEREAS, the Funds seek to collect, in full, the obligations owed in accordance with federal law; and

WHEREAS, Michael McStravick, principal of Employer, ("Owner") agrees to guarantee payment of the Employer's obligation to the Fund;

NOW, THEREFORE, intending to be legally bound the Employer and Owner hereby agrees as follows:

1. Employer shall pay to the Funds through the Sheet Metal Workers' Local 19 Benefit Funds Office located at 1301 S. Columbus Blvd., Philadelphia, PA 19147, the aggregate sum of \$153,939.52, together with interest at the rate of 4.25% per year as set forth in the Payment Agreement Schedule attached hereto as Exhibit "A".
2. Employer shall make an initial payment of \$0.00 by certified check, upon the execution of this Note on or about October 27, 2017. Employer shall thereafter make 355 weekly payments,

beginning on November 3, 2017 and continuing weekly thereafter until all of the payments identified in Exhibit "A" have been paid.

3. Each payment shall be made by check or money order payable to Sheet Metal Workers' Local 19 Benefit Funds. In addition, Owner hereby guarantees payment of the amounts called for hereunder.

4. In the event that any payment is not received when due, or should Employer not remain current with future fringe benefit contributions or any other payment that becomes due and owing the Funds during the course of this Agreement, the balance of the principal then owing, together with outstanding interest and/or any outstanding fringe benefit contributions, together with interest shall, after five (5) days written notice to the Employer, then become due and payable at the option of the Funds, and the Employer and Owner shall, individually and/or jointly and severally, pay said balance without further notice, presentment, demand, notice of dishonor or protest of any kind, all of which are waived by the Employer and the Owner.

5. The failure of the Funds to exercise their option to accelerate the balance due in the event of a late payment shall not be construed as a waiver of said right as to any subsequent failure of the Employer to pay when due its monthly payments.

6. In the event that any payment identified above is not received when due the Employer and the Owner do hereby authorize and empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for and to enter judgment against the Employer and Against the Owner in favor of the holder of this Note for the above sum (or such sum as is then owed) with costs of suit, release of errors, without stay of execution, and with reasonable attorney's fee added, and each hereby waives and releases all benefits and relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter to be passed.

7. Employer/Owner shall have the right to prepay all or any part of the principal amount of this Note at any time or from time to time by paying such principal amount, together with interest accrued

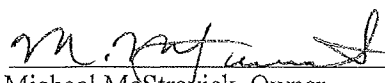
thereon to the date of payment without the payment of any premium or other penalty.

8. This agreement is intended to satisfy the conditions set forth in Prohibited Transaction Class Exemption 76-1, 41 F.R. 12740.

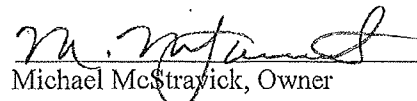
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employer and the Owner have caused this Judgment Note to be executed by the Employer's proper officers, partners, agents or employees, as the case may be, who, the Employer acknowledges, are duly authorized to execute this Judgment Note, and by the Owner.

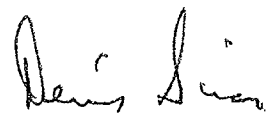
ON BEHALF OF THE EMPLOYER

Freedom Heating & Air Conditioning

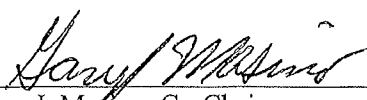
By: 
Michael McStravick, Owner

ON BEHALF OF THE OWNER

BY: 
Michael McStravick, Owner

Attest: 
(Witness)

Dated: 10-27-17


Gary J. Masino, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: 10/27/17

Ernest J. Menold, Co-Chairman
For Sheet Metal Workers' Local
Union No. 19 and Its Benefit Funds

Dated: _____

Payment Agreement Schedule							Exhibit "A"		
HELP		Sheet Metal Workers' Local No. 19 Funds					© 2008 Vertex42 LLC		
Loan Amount		\$ 39,904					<div>#1351 Freedom Heating & Air Conditioning 3127 Broad Street Ottisville, PA 18942 Office: (215) 795-2402 Mike@freedomhvac.comcastbiz.net</div> <div>Origination Date: 10/27/2017</div> <div>Prepared For: Michael McStravick</div> <div>Prepared By: Zuliana Cepeda</div>		
Annual Interest Rate		4.25%							
Compound Period		Weekly							
Term of Loan in Years		3							
First Payment Date		5/22/2017							
Payment Frequency		Weekly							
Payment Type		End of Period							
Number of Payments		156							
Rate (per period)		0.082%							
Payment (per period)		500.00							
Total Payments		\$ 177,398.92							
Total Interest		\$ 23,459.40							
Est. Interest Savings		\$ (0.26)							
Payment Schedule									
Init	No.	Due	Amt	Payment	Date	Ck #	Interest	Principal	Balance
									153,939.52
	1	11/3/17	500.00	500.00	PAID		125.82	374.18	153,565.34
	2	11/10/17	500.00	500.00	PAID		125.51	374.49	153,190.85
	3	11/17/17	500.00	500.00	PAID		125.20	374.80	152,816.05
	4	11/24/17	500.00	500.00			124.90	375.10	152,440.95
	5	12/1/17	500.00	500.00			124.59	375.41	152,065.54
	6	12/8/17	500.00	500.00			124.28	375.72	151,689.82
	7	12/15/17	500.00	500.00			123.98	376.02	151,313.80
	8	12/22/17	500.00	500.00			123.67	376.33	150,937.47
	9	12/29/17	500.00	500.00			123.36	376.64	150,560.83
	10	1/5/18	500.00	500.00			123.05	376.95	150,183.88
	11	1/12/18	500.00	500.00			122.75	377.25	149,806.63
	12	1/19/18	500.00	500.00			122.44	377.56	149,429.07
	13	1/26/18	500.00	500.00			122.13	377.87	149,051.20
	14	2/2/18	500.00	500.00			121.82	378.18	148,673.02
	15	2/9/18	500.00	500.00			121.51	378.49	148,294.53
	16	2/16/18	500.00	500.00			121.20	378.80	147,915.73
	17	2/23/18	500.00	500.00			120.89	379.11	147,536.62
	18	3/2/18	500.00	500.00			120.58	379.42	147,157.20
	19	3/9/18	500.00	500.00			120.27	379.73	146,777.47
	20	3/16/18	500.00	500.00			119.96	380.04	146,397.43
	21	3/23/18	500.00	500.00			119.65	380.35	146,017.08
	22	3/30/18	500.00	500.00			119.34	380.66	145,636.42
	23	4/6/18	500.00	500.00			119.03	380.97	145,255.45
	24	4/13/18	500.00	500.00			118.72	381.28	144,874.17
	25	4/20/18	500.00	500.00			118.41	381.59	144,492.58
	26	4/27/18	500.00	500.00			118.09	381.91	144,110.67
	27	5/4/18	500.00	500.00			117.78	382.22	143,728.45
	28	5/11/18	500.00	500.00			117.47	382.53	143,345.92
	29	5/18/18	500.00	500.00			117.16	382.84	142,963.08
	30	5/25/18	500.00	500.00			116.84	383.16	142,579.92
	31	6/1/18	500.00	500.00			116.53	383.47	142,196.45
	32	6/8/18	500.00	500.00			116.22	383.78	141,812.67
	33	6/15/18	500.00	500.00			115.90	384.10	141,428.57

34	6/22/18	500.00	500.00	115.59	384.41	141,044.16
35	6/29/18	500.00	500.00	115.28	384.72	140,659.44
36	7/6/18	500.00	500.00	114.96	385.04	140,274.40
37	7/13/18	500.00	500.00	114.65	385.35	139,889.05
38	7/20/18	500.00	500.00	114.33	385.67	139,503.38
39	7/27/18	500.00	500.00	114.02	385.98	139,117.40
40	8/3/18	500.00	500.00	113.70	386.30	138,731.10
41	8/10/18	500.00	500.00	113.39	386.61	138,344.49
42	8/17/18	500.00	500.00	113.07	386.93	137,957.56
43	8/24/18	500.00	500.00	112.75	387.25	137,570.31
44	8/31/18	500.00	500.00	112.44	387.56	137,182.75
45	9/7/18	500.00	500.00	112.12	387.88	136,794.87
46	9/14/18	500.00	500.00	111.80	388.20	136,406.67
47	9/21/18	500.00	500.00	111.49	388.51	136,018.16
48	9/28/18	500.00	500.00	111.17	388.83	135,629.33
49	10/5/18	500.00	500.00	110.85	389.15	135,240.18
50	10/12/18	500.00	500.00	110.53	389.47	134,850.71
51	10/19/18	500.00	500.00	110.21	389.79	134,460.92
52	10/26/18	500.00	500.00	109.90	390.10	134,070.82
53	11/2/18	500.00	500.00	109.58	390.42	133,680.40
54	11/9/18	500.00	500.00	109.26	390.74	133,289.66
55	11/16/18	500.00	500.00	108.94	391.06	132,898.60
56	11/23/18	500.00	500.00	108.62	391.38	132,507.22
57	11/30/18	500.00	500.00	108.30	391.70	132,115.52
58	12/7/18	500.00	500.00	107.98	392.02	131,723.50
59	12/14/18	500.00	500.00	107.66	392.34	131,331.16
60	12/21/18	500.00	500.00	107.34	392.66	130,938.50
61	12/28/18	500.00	500.00	107.02	392.98	130,545.52
62	1/4/19	500.00	500.00	106.70	393.30	130,152.22
63	1/11/19	500.00	500.00	106.37	393.63	129,758.59
64	1/18/19	500.00	500.00	106.05	393.95	129,364.64
65	1/25/19	500.00	500.00	105.73	394.27	128,970.37
66	2/1/19	500.00	500.00	105.41	394.59	128,575.78
67	2/8/19	500.00	500.00	105.09	394.91	128,180.87
68	2/15/19	500.00	500.00	104.76	395.24	127,785.63
69	2/22/19	500.00	500.00	104.44	395.56	127,390.07
70	3/1/19	500.00	500.00	104.12	395.88	126,994.19
71	3/8/19	500.00	500.00	103.79	396.21	126,597.98
72	3/15/19	500.00	500.00	103.47	396.53	126,201.45
73	3/22/19	500.00	500.00	103.15	396.85	125,804.60
74	3/29/19	500.00	500.00	102.82	397.18	125,407.42
75	4/5/19	500.00	500.00	102.50	397.50	125,009.92
76	4/12/19	500.00	500.00	102.17	397.83	124,612.09
77	4/19/19	500.00	500.00	101.85	398.15	124,213.94
78	4/26/19	500.00	500.00	101.52	398.48	123,815.46
79	5/3/19	500.00	500.00	101.20	398.80	123,416.66
80	5/10/19	500.00	500.00	100.87	399.13	123,017.53
81	5/17/19	500.00	500.00	100.54	399.46	122,618.07
82	5/24/19	500.00	500.00	100.22	399.78	122,218.29
83	5/31/19	500.00	500.00	99.89	400.11	121,818.18
84	6/7/19	500.00	500.00	99.56	400.44	121,417.74
85	6/14/19	500.00	500.00	99.24	400.76	121,016.98
86	6/21/19	500.00	500.00	98.91	401.09	120,615.89
87	6/28/19	500.00	500.00	98.58	401.42	120,214.47
88	7/5/19	500.00	500.00	98.25	401.75	119,812.72

89	7/12/19	500.00	500.00	97.92	402.08	119,410.64
90	7/19/19	500.00	500.00	97.60	402.40	119,008.24
91	7/26/19	500.00	500.00	97.27	402.73	118,605.51
92	8/2/19	500.00	500.00	96.94	403.06	118,202.45
93	8/9/19	500.00	500.00	96.61	403.39	117,799.06
94	8/16/19	500.00	500.00	96.28	403.72	117,395.34
95	8/23/19	500.00	500.00	95.95	404.05	116,991.29
96	8/30/19	500.00	500.00	95.62	404.38	116,586.91
97	9/6/19	500.00	500.00	95.29	404.71	116,182.20
98	9/13/19	500.00	500.00	94.96	405.04	115,777.16
99	9/20/19	500.00	500.00	94.63	405.37	115,371.79
100	9/27/19	500.00	500.00	94.29	405.71	114,966.08
101	10/4/19	500.00	500.00	93.96	406.04	114,560.04
102	10/11/19	500.00	500.00	93.63	406.37	114,153.67
103	10/18/19	500.00	500.00	93.30	406.70	113,746.97
104	10/25/19	500.00	500.00	92.97	407.03	113,339.94
105	11/1/19	500.00	500.00	92.63	407.37	112,932.57
106	11/8/19	500.00	500.00	92.30	407.70	112,524.87
107	11/15/19	500.00	500.00	91.97	408.03	112,116.84
108	11/22/19	500.00	500.00	91.63	408.37	111,708.47
109	11/29/19	500.00	500.00	91.30	408.70	111,299.77
110	12/6/19	500.00	500.00	90.97	409.03	110,890.74
111	12/13/19	500.00	500.00	90.63	409.37	110,481.37
112	12/20/19	500.00	500.00	90.30	409.70	110,071.67
113	12/27/19	500.00	500.00	89.96	410.04	109,661.63
114	1/3/20	500.00	500.00	89.63	410.37	109,251.26
115	1/10/20	500.00	500.00	89.29	410.71	108,840.55
116	1/17/20	500.00	500.00	88.96	411.04	108,429.51
117	1/24/20	500.00	500.00	88.62	411.38	108,018.13
118	1/31/20	500.00	500.00	88.28	411.72	107,606.41
119	2/7/20	500.00	500.00	87.95	412.05	107,194.36
120	2/14/20	500.00	500.00	87.61	412.39	106,781.97
121	2/21/20	500.00	500.00	87.27	412.73	106,369.24
122	2/28/20	500.00	500.00	86.94	413.06	105,956.18
123	3/6/20	500.00	500.00	86.60	413.40	105,542.78
124	3/13/20	500.00	500.00	86.26	413.74	105,129.04
125	3/20/20	500.00	500.00	85.92	414.08	104,714.96
126	3/27/20	500.00	500.00	85.58	414.42	104,300.54
127	4/3/20	500.00	500.00	85.25	414.75	103,885.79
128	4/10/20	500.00	500.00	84.91	415.09	103,470.70
129	4/17/20	500.00	500.00	84.57	415.43	103,055.27
130	4/24/20	500.00	500.00	84.23	415.77	102,639.50
131	5/1/20	500.00	500.00	83.89	416.11	102,223.39
132	5/8/20	500.00	500.00	83.55	416.45	101,806.94
133	5/15/20	500.00	500.00	83.21	416.79	101,390.15
134	5/22/20	500.00	500.00	82.87	417.13	100,973.02
135	5/29/20	500.00	500.00	82.53	417.47	100,555.55
136	6/5/20	500.00	500.00	82.18	417.82	100,137.73
137	6/12/20	500.00	500.00	81.84	418.16	99,719.57
138	6/19/20	500.00	500.00	81.50	418.50	99,301.07
139	6/26/20	500.00	500.00	81.16	418.84	98,882.23
140	7/3/20	500.00	500.00	80.82	419.18	98,463.05
141	7/10/20	500.00	500.00	80.47	419.53	98,043.52
142	7/17/20	500.00	500.00	80.13	419.87	97,623.65
143	7/24/20	500.00	500.00	79.79	420.21	97,203.44

144	7/31/20	500.00	500.00	79.45	420.55	96,782.89
145	8/7/20	500.00	500.00	79.10	420.90	96,361.99
146	8/14/20	500.00	500.00	78.76	421.24	95,940.75
147	8/21/20	500.00	500.00	78.41	421.59	95,519.16
148	8/28/20	500.00	500.00	78.07	421.93	95,097.23
149	9/4/20	500.00	500.00	77.72	422.28	94,674.95
150	9/11/20	500.00	500.00	77.38	422.62	94,252.33
151	9/18/20	500.00	500.00	77.03	422.97	93,829.36
152	9/25/20	500.00	500.00	76.69	423.31	93,406.05
153	10/2/20	500.00	500.00	76.34	423.66	92,982.39
154	10/9/20	500.00	500.00	76.00	424.00	92,558.39
155	10/16/20	500.00	500.00	75.65	424.35	92,134.04
156	10/23/20	500.00	500.00	75.30	424.70	91,709.34
157	10/30/20	500.00	500.00	74.95	425.05	91,284.29
158	11/6/20	500.00	500.00	74.61	425.39	90,858.90
159	11/13/20	500.00	500.00	74.26	425.74	90,433.16
160	11/20/20	500.00	500.00	73.91	426.09	90,007.07
161	11/27/20	500.00	500.00	73.56	426.44	89,580.63
162	12/4/20	500.00	500.00	73.21	426.79	89,153.84
163	12/11/20	500.00	500.00	72.87	427.13	88,726.71
164	12/18/20	500.00	500.00	72.52	427.48	88,299.23
165	12/25/20	500.00	500.00	72.17	427.83	87,871.40
166	1/1/21	500.00	500.00	71.82	428.18	87,443.22
167	1/8/21	500.00	500.00	71.47	428.53	87,014.69
168	1/15/21	500.00	500.00	71.12	428.88	86,585.81
169	1/22/21	500.00	500.00	70.77	429.23	86,156.58
170	1/29/21	500.00	500.00	70.42	429.58	85,727.00
171	2/5/21	500.00	500.00	70.07	429.93	85,297.07
172	2/12/21	500.00	500.00	69.71	430.29	84,866.78
173	2/19/21	500.00	500.00	69.36	430.64	84,436.14
174	2/26/21	500.00	500.00	69.01	430.99	84,005.15
175	3/5/21	500.00	500.00	68.66	431.34	83,573.81
176	3/12/21	500.00	500.00	68.31	431.69	83,142.12
177	3/19/21	500.00	500.00	67.95	432.05	82,710.07
178	3/26/21	500.00	500.00	67.60	432.40	82,277.67
179	4/2/21	500.00	500.00	67.25	432.75	81,844.92
180	4/9/21	500.00	500.00	66.89	433.11	81,411.81
181	4/16/21	500.00	500.00	66.54	433.46	80,978.35
182	4/23/21	500.00	500.00	66.18	433.82	80,544.53
183	4/30/21	500.00	500.00	65.83	434.17	80,110.36
184	5/7/21	500.00	500.00	65.47	434.53	79,675.83
185	5/14/21	500.00	500.00	65.12	434.88	79,240.95
186	5/21/21	500.00	500.00	64.76	435.24	78,805.71
187	5/28/21	500.00	500.00	64.41	435.59	78,370.12
188	6/4/21	500.00	500.00	64.05	435.95	77,934.17
189	6/11/21	500.00	500.00	63.70	436.30	77,497.87
190	6/18/21	500.00	500.00	63.34	436.66	77,061.21
191	6/25/21	500.00	500.00	62.98	437.02	76,624.19
192	7/2/21	500.00	500.00	62.63	437.37	76,186.82
193	7/9/21	500.00	500.00	62.27	437.73	75,749.09
194	7/16/21	500.00	500.00	61.91	438.09	75,311.00
195	7/23/21	500.00	500.00	61.55	438.46	74,872.55
196	7/30/21	500.00	500.00	61.19	438.81	74,433.74
197	8/6/21	500.00	500.00	60.84	439.16	73,994.58
198	8/13/21	500.00	500.00	60.48	439.52	73,555.06

199	8/20/21	500.00	500.00	60.12	439.88	73,115.18
200	8/27/21	500.00	500.00	59.76	440.24	72,674.94
201	9/3/21	500.00	500.00	59.40	440.60	72,234.34
202	9/10/21	500.00	500.00	59.04	440.96	71,793.38
203	9/17/21	500.00	500.00	58.68	441.32	71,352.06
204	9/24/21	500.00	500.00	58.32	441.68	70,910.38
205	10/1/21	500.00	500.00	57.96	442.04	70,468.34
206	10/8/21	500.00	500.00	57.59	442.41	70,025.93
207	10/15/21	500.00	500.00	57.23	442.77	69,583.16
208	10/22/21	500.00	500.00	56.87	443.13	69,140.03
209	10/29/21	500.00	500.00	56.51	443.49	68,696.54
210	11/5/21	500.00	500.00	56.15	443.85	68,252.69
211	11/12/21	500.00	500.00	55.78	444.22	67,808.47
212	11/19/21	500.00	500.00	55.42	444.58	67,363.89
213	11/26/21	500.00	500.00	55.06	444.94	66,918.95
214	12/3/21	500.00	500.00	54.69	445.31	66,473.64
215	12/10/21	500.00	500.00	54.33	445.67	66,027.97
216	12/17/21	500.00	500.00	53.97	446.03	65,581.94
217	12/24/21	500.00	500.00	53.60	446.40	65,135.54
218	12/31/21	500.00	500.00	53.24	446.76	64,688.78
219	1/7/22	500.00	500.00	52.87	447.13	64,241.65
220	1/14/22	500.00	500.00	52.51	447.49	63,794.16
221	1/21/22	500.00	500.00	52.14	447.86	63,346.30
222	1/28/22	500.00	500.00	51.77	448.23	62,898.07
223	2/4/22	500.00	500.00	51.41	448.59	62,449.48
224	2/11/22	500.00	500.00	51.04	448.96	62,000.52
225	2/18/22	500.00	500.00	50.67	449.33	61,551.19
226	2/25/22	500.00	500.00	50.31	449.69	61,101.50
227	3/4/22	500.00	500.00	49.94	450.06	60,651.44
228	3/11/22	500.00	500.00	49.57	450.43	60,201.01
229	3/18/22	500.00	500.00	49.20	450.80	59,750.21
230	3/25/22	500.00	500.00	48.83	451.17	59,299.04
231	4/1/22	500.00	500.00	48.47	451.53	58,847.51
232	4/8/22	500.00	500.00	48.10	451.90	58,395.61
233	4/15/22	500.00	500.00	47.73	452.27	57,943.34
234	4/22/22	500.00	500.00	47.36	452.64	57,490.70
235	4/29/22	500.00	500.00	46.99	453.01	57,037.69
236	5/6/22	500.00	500.00	46.62	453.38	56,584.31
237	5/13/22	500.00	500.00	46.25	453.75	56,130.56
238	5/20/22	500.00	500.00	45.88	454.12	55,676.44
239	5/27/22	500.00	500.00	45.50	454.50	55,221.94
240	6/3/22	500.00	500.00	45.13	454.87	54,767.07
241	6/10/22	500.00	500.00	44.76	455.24	54,311.83
242	6/17/22	500.00	500.00	44.39	455.61	53,856.22
243	6/24/22	500.00	500.00	44.02	455.98	53,400.24
244	7/1/22	500.00	500.00	43.64	456.36	52,943.88
245	7/8/22	500.00	500.00	43.27	456.73	52,487.15
246	7/15/22	500.00	500.00	42.90	457.10	52,030.05
247	7/22/22	500.00	500.00	42.52	457.48	51,572.57
248	7/29/22	500.00	500.00	42.15	457.85	51,114.72
249	8/5/22	500.00	500.00	41.78	458.22	50,656.50
250	8/12/22	500.00	500.00	41.40	458.60	50,197.90
251	8/19/22	500.00	500.00	41.03	458.97	49,738.93
252	8/26/22	500.00	500.00	40.65	459.35	49,279.58
253	9/2/22	500.00	500.00	40.28	459.72	48,819.86

254	9/9/22	500.00	500.00	39.90	460.10	48,359.76
255	9/16/22	500.00	500.00	39.52	460.48	47,899.28
256	9/23/22	500.00	500.00	39.15	460.85	47,438.43
257	9/30/22	500.00	500.00	38.77	461.23	46,977.20
258	10/7/22	500.00	500.00	38.39	461.61	46,515.59
259	10/14/22	500.00	500.00	38.02	461.98	46,053.61
260	10/21/22	500.00	500.00	37.64	462.36	45,591.25
261	10/28/22	500.00	500.00	37.26	462.74	45,128.51
262	11/4/22	500.00	500.00	36.88	463.12	44,665.39
263	11/11/22	500.00	500.00	36.51	463.49	44,201.90
264	11/18/22	500.00	500.00	36.13	463.87	43,738.03
265	11/25/22	500.00	500.00	35.75	464.25	43,273.78
266	12/2/22	500.00	500.00	35.37	464.63	42,809.15
267	12/9/22	500.00	500.00	34.99	465.01	42,344.14
268	12/16/22	500.00	500.00	34.61	465.39	41,878.75
269	12/23/22	500.00	500.00	34.23	465.77	41,412.98
270	12/30/22	500.00	500.00	33.85	466.15	40,946.83
271	1/6/23	500.00	500.00	33.47	466.53	40,480.30
272	1/13/23	500.00	500.00	33.08	466.92	40,013.38
273	1/20/23	500.00	500.00	32.70	467.30	39,546.08
274	1/27/23	500.00	500.00	32.32	467.68	39,078.40
275	2/3/23	500.00	500.00	31.94	468.06	38,610.34
276	2/10/23	500.00	500.00	31.56	468.44	38,141.90
277	2/17/23	500.00	500.00	31.17	468.83	37,673.07
278	2/24/23	500.00	500.00	30.79	469.21	37,203.86
279	3/3/23	500.00	500.00	30.41	469.59	36,734.27
280	3/10/23	500.00	500.00	30.02	469.98	36,264.29
281	3/17/23	500.00	500.00	29.64	470.36	35,793.93
282	3/24/23	500.00	500.00	29.25	470.75	35,323.18
283	3/31/23	500.00	500.00	28.87	471.13	34,852.05
284	4/7/23	500.00	500.00	28.48	471.52	34,380.53
285	4/14/23	500.00	500.00	28.10	471.90	33,908.63
286	4/21/23	500.00	500.00	27.71	472.29	33,436.34
287	4/28/23	500.00	500.00	27.33	472.67	32,963.67
288	5/5/23	500.00	500.00	26.94	473.06	32,490.61
289	5/12/23	500.00	500.00	26.55	473.45	32,017.16
290	5/19/23	500.00	500.00	26.17	473.83	31,543.33
291	5/26/23	500.00	500.00	25.78	474.22	31,069.11
292	6/2/23	500.00	500.00	25.39	474.61	30,594.50
293	6/9/23	500.00	500.00	25.01	474.99	30,119.51
294	6/16/23	500.00	500.00	24.62	475.38	29,644.13
295	6/23/23	500.00	500.00	24.23	475.77	29,168.36
296	6/30/23	500.00	500.00	23.84	476.16	28,692.20
297	7/7/23	500.00	500.00	23.45	476.55	28,215.65
298	7/14/23	500.00	500.00	23.06	476.94	27,738.71
299	7/21/23	500.00	500.00	22.67	477.33	27,261.38
300	7/28/23	500.00	500.00	22.28	477.72	26,783.66
301	8/4/23	500.00	500.00	21.89	478.11	26,305.55
302	8/11/23	500.00	500.00	21.50	478.50	25,827.05
303	8/18/23	500.00	500.00	21.11	478.89	25,348.16
304	8/25/23	500.00	500.00	20.72	479.28	24,868.88
305	9/1/23	500.00	500.00	20.33	479.67	24,389.21
306	9/8/23	500.00	500.00	19.93	480.07	23,909.14
307	9/15/23	500.00	500.00	19.54	480.46	23,428.68
308	9/22/23	500.00	500.00	19.15	480.85	22,947.83

